

**AGREEMENT
FOR
TEMPORARY USE OF A PARCEL
AS A SOLID WASTE STAGING AREA**

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2011 JUN 24 PM 1:10

THIS AGREEMENT is made and entered into by and between Cochise County, a political subdivision (hereinafter called "the COUNTY") and _____ ("OWNER"), the owner of real estate commonly known as King's Ranch subdivision on Highway 92 in Palominas for the purpose of allowing the COUNTY to assist residents whose property was damaged by the Monument or Antelope fires from disposing of fire-damaged solid waste.

WHEREAS, Cochise County is assisting residents in fire-damaged areas around Sierra Vista, Hereford and Palominas by helping them clean up solid waste caused by the Monument and Antelope fires;

WHEREAS, to make clean up easier for residents, the County desires to set up a temporary location where residents can drop off solid waste caused by the fire. There will be no charge for this service. In addition, a resident may request the County to assist, at no cost, with loading and dumping their fire-damaged solid waste; and

WHEREAS, in most instances residents will be supplying the vehicle and driver for hauling the waste, although the County may transport the waste in limited circumstances; and

WHEREAS, for this assistance, the County will be using County employees and inmates from the Arizona Department of Corrections. Employees and inmates will be supervised by County and staff from the Department of Corrections; and

WHEREAS, OWNER is willing to allow the COUNTY to use the portion of King's Ranch described in the legal description and map attached as Exhibit A hereto (the "Parcel") as the temporary location for dropping off solid waste under the terms and conditions set forth below.

IT IS HEREBY AGREED THAT:

1. OWNER hereby grants COUNTY a license for the use of the Parcel from June 23, 2011 through July 31, 2011, to be used as a temporary staging area for residents to drop off fire-damaged solid waste.
2. Residents will be allowed to drop off fire-damaged solid waste. The COUNTY will then transport the waste to the COUNTY landfill as soon as possible.

3. COUNTY will comply with all policies and regulations of the Arizona Department of Environmental Quality and all other laws and regulations.
4. COUNTY will provide a temporary fence around the Parcel.
5. At the end of the use of the Parcel as a staging area, the COUNTY will clean up the Parcel so that there is no waste left on it.
6. The COUNTY will make its best efforts to return the Parcel to the condition before using it as a staging area for solid waste. However, it is understood that many vehicles, including graders and trucks, will be traveling to and from the Parcel during its use, so that in all events there will be some impact to the Parcel.
7. COUNTY agrees to hold OWNER harmless from any and all claims and liability arising from COUNTY's use of the Parcel pursuant to this Agreement.
8. This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

IN WITNESS WHEREOF, the parties have executed this Agreement this below.

COCHISE COUNTY:

Chairman, Cochise County Board of Supervisors

Date

ATTEST:

Clerk of the Board

TRUSTEE:

(Title Company), an Arizona corporation, as Trustee under
Trust no. _____ only and not in its own capacity

Date

By: _____
Trust Officer

KSB

6-24-11

STATE OF ARIZONA)
 :SS
COUNTY OF _____)

On this the ____ day of June, 2011, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires:

OWNER/BENEFICIARY

Karon E. George
Owner/Beneficiary

STATE OF ARIZONA)
 :SS
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this 24th day of June, 2011, by

KARON E. GEORGE as OWNER/BENEFICIARY.

Blanca A. Hightower
Notary Public
My Commission Expires: 05/29/2013



EXHIBIT A

A portion of Common Area B, Amended Final Plat of Kings Ranch Estates, according to Maps and Plats Book 16 Pages 6 through 6K as filed in the office of the County Recorder, Cochise County, Arizona and more particularly described as follows:

Commencing at the Southwest corner of Lot 227 of said Kings Ranch Estates;
Thence South $63^{\circ} 24' 26''$ East, a distance of 82.10 feet to the POINT OF BEGINNING;
Thence South $77^{\circ} 34' 53''$ East, a distance of 200.00 feet;
Thence South $12^{\circ} 25' 07''$ West, a distance of 200.00 feet to a point on the Southwesterly boundary of said Common Area B, said point also being a point of a non-tangent curve, concave to the North having a radius of 6990.53 feet, a radial line of said curve to said point bearing South $11^{\circ} 35' 57''$ West;
Thence Westerly along said curve to the right, said curve also being the Southwesterly boundary of said Common Area B, through a central angle of $01^{\circ} 38' 22''$, an arc distance of 200.02 feet;
Thence North $12^{\circ} 25' 07''$ East, a distance of 200.00 feet to the POINT OF BEGINNING.